

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
January 2, 2018 - 5:30 PM**

NOTICE TO THE PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

- 1) INVOCATION, PLEDGE OF ALLEGIANCE**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PUBLIC HEARINGS**
- 5) OPEN PUBLIC MEETING**
The public is invited to express opinion on any item for this meeting or pending action at a future meeting of City Council. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
- 8) CITY ATTORNEY REPORT**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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9) CONSENT AGENDA

- 4 a) Bill Listing *

Recommendation - Approval

- 5 - 9 b) Council Minutes - 12/19/17*

Recommendation - Approval

10) CITY MANAGER'S REPORT Correspondence/Reports/Recommendations

- 10 - 13 a) Code Enforcement Update*

- 14 - 36 b) ProChamps Program*

- 37 - 43 c) Lease Renewal - 581 Property with Charles Dean, Sr.*

- d) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)

13) ADJOURNMENT

- a)

DATES TO REMEMBER

Martin Luther King, Jr. Day Observance

Monday, January 15, 2018

City Administrative Offices Closed

(Sanitation Collection, All City Parks, City Fire Department, Utilities, &
Law Enforcement Operate)

MLK, Jr. Unity Walk and Ceremony

8:30am at the Valerie Theatre

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January 2, 2018 - 5:30 PM**

Walk to Liberty Park followed by Ceremony

Inverness City Council Regular Meeting
Tuesday, January 16, 2018 at 5:30pm
Inverness Government Center



12/29/2017 08:27
siddings

|CITY OF INVERNESS
|CASH REQUIREMENTS REPORT

|P 1
|apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/18
			TOTALS FOR ALLEN , NORTON & BLUE PA		561.55
			TOTALS FOR AMERICAN SOCIETY OF COMPOSERS,		348.29
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		244.69
			TOTALS FOR BEARD EQUIPMENT COMPANY		420.00
			TOTALS FOR EMBARQ FLORIDA, INC		228.96
			TOTALS FOR CLANCY & THEYS CONSTRUCTION COMPANY		180,515.96
			TOTALS FOR HAAG, FRIEDRICK & WILLIAMS, PA		848.42
			TOTALS FOR MAILFINANCE INC		1,788.39
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		2,010.75
			TOTALS FOR OFFICE DEPOT INC		111.75
			TOTALS FOR PARTY TIMES RENTAL		698.18
			TOTALS FOR QUICK CARE MED, PL		215.00
			TOTALS FOR RYAN-MARKLAND SIGNS, INC.		425.00
			TOTALS FOR SHUFFIELD LOWMAN & WILSON PA		187.36
			TOTALS FOR SOUTHWEST DIRECT		2,610.02
			TOTALS FOR SS SOLUTIONS, LLC.		3,335.85
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		4,299.49
			TOTALS FOR SUNBELT RENTALS INC		4,066.69
			TOTALS FOR UB REFUND		430.80
			TOTALS FOR UNIFIRST CORPORATION		15.84
			TOTALS FOR WETHERINGTON, HAMILTON & HARRISON , P.A.		187.58
			TOTALS FOR WORLD KARTING ASSOCIATION, INC.		2,967.21
			REPORT TOTALS		206,517.78

** END OF REPORT - Generated by Stacey Iddings **

December 19, 2017
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President McBride
Vice President Bega
Councilwoman Hepfer
Councilman Hinkle
Councilman Ryan
Mayor Plaisted

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Staff members, and City Clerk Jackson.

The Invocation was given by Councilman Hinkle and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilwoman Hepfer motioned to accept the Agenda as presented. Seconded by Councilman Hinkle. The motioned carried.

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

None

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 12/05/17*
 - Recommendation – Approval

Councilwoman Bega motioned to accept the Consent Agenda. Seconded by Councilwoman Hepfer. The motion carried.

CITY MANAGER'S REPORT

10)a) Budget Development Schedule FY 2018-19* with City Manager DiGiovanni referencing the development schedule for the 2018-19 City-Wide Capital Improvement Plan (CIP), Operational Budget Appropriation for General Fund, Enterprise Fund, and

Special Funds, and Community Redevelopment Areas (CRA). Schedule conflicts will be reviewed to modify the schedule or leave it as is, because it is not tailored for individual needs, but a City-Wide perspective. Once approved, staff generated changes (if any) that affect a public meeting will be noticed to Elected Officials, the public, and media.

Councilwoman Hepfer motioned to confirm the Budget Schedule for Fiscal Cycle 2018-19, to develop the five-year CIP, the budget for ICRA, and to identify the dates and times for Council Workshops and Public involvement. Seconded by Councilman Ryan. The motion carried unanimously.

10)b) State of the City (Verbal) with City Manager noting this is the 23rd State of the City. There is a lot going on in this City, we are an active community, and probably wouldn't want it any other way. Although there are some not in attendance, City staff, along with partners Woodard Curran, Sheriff's Office, Waste Management, and the Project Team are all a group to be proud of, as they are a huge reason the City is well received and respected. The stewardship of City Council allows the Inverness Team to be strong, stand united, and create the dynamic we enjoy. The City Agenda remains highly progressive by investing in the future through solid planning and project completion. What makes the City work is potable water delivered every day on demand to every residence and business, the hospital, 5 schools, Courthouse, School Administration buildings and public facilities throughout the City and beyond. Treated wastewater is produced and used as reclaimed water to irrigate the golf course at the Inverness Golf & Country Club. Solid Waste is collected at every business, house and government building, as well as household recycling. Multiple parks, city pool, ballfields, picnic grounds, children playgrounds, boat ramps, fishing pier, illuminated boardwalk, sport courts, etc. are available for people to use daily. Storm water infrastructure is maintained and trees are trimmed or removed when needed. Social media is managed and finances are processed.

What Didn't Happen:

The Personnel Manual is close to finalization to be presented in 2018. Challenges continue by the Hospital in the expanded CRA area. The ½ in and ½ out lots remain a quirky issue. Parking Ordinance is not final, and changes need to be made to the LDC. Yet to launch the Wayfinding Sign program as well as an online permit system.

What Did Happen:

Under city-wide operations and general services, addressed the Florida Safe Investment Group on how Inverness conceives affordable plans and accomplishes projects. This led to invitations to speak at the upcoming FGOA Conference and Annual Public Risk Management Association Conference in 2018. The most under reported story of the year was the City's entrance into the bond market, with a trip to Manhattan for presentations to bond rating firms, which led to an open market bond sale yielding \$12,980,000, for project development. 3 Capital Action Plan projects are under construction. Hurricane Irma cleanup was completed in 30 days. County Government supports the services provided by the City of Inverness, through Whispering Pines City Park.

Administrative Efforts:

- 24 Agendas, 6 Ordinances, 35 Resolutions, and 2 Charter Referendums.
- 18 proclamations, 2 Cooter Kudos, and 7 workshops.

- Oak Ridge Cemetery operations and planning for expansion continue, as well as research for the historic plaque program.
- Surplus online auction generated approx. \$14, 575.
- Transitioned to new insurance carrier for property, liability, and Workers Comp.
- Current and new leases were processed.
- Law enforcement and mutual aid with the County was enacted.
- Sidewalk Café Ordinance/Policy updates adopted.
- Bicycle Master Plan and bicycle friendly program is progressing.
- Ceremony unveiling the Military Service Memorial finalized.
- Received another clean, unqualified audit.

Programs, Projects & Services:

- 22nd year as Tree City USA. Added 60 trees on Highlands Blvd. and Zephyr St.
- Completed projects include: Highland Blvd., Zephyr St., and downtown restoration. Cooter Pond area included new fence, lights on boardwalk, etc.
- Started on City Garden with parking, Military Memorial, and the Visitors Center.

Parks, Recreation & Activities:

- At Whispering Pines Pool - swim lessons to 175 people, 6 Summer Day Camps, CHS and Hilltoppers swim teams practice, and 18 pool reservations.
- Turf facilities renovated and accommodated Little League teams, cheerleading, soccer, youth football, adult softball, etc. Totaling 1,409 field use reservations.
- Reservations and events were 341 for pavilion use permits, 210 reservations at the WPCP Recreation Building, 6 distance races, and 2 Pickle Ball courts were added.

City Fire Department (IFD):

- 4,725 total calls with 28 fire related, 324 EMS related, 157 motor vehicle accidents, and 28 false alarms. 180 calls for misc. and 14 calls outside the City.
- Recruitment continues for volunteers and personnel.
- Continues community fire prevention programs to school students and residents.

Information Technology:

- Upgraded timeclocks, electronic reader board on Hwy. 41/44, Finance workstations, and wireless and security programs.
- Installed social media archival system, and computer controlled door locks at Wallace Brooks Park restrooms.

Public Works:

- Street drainage to improve safety and improved the holding pond at sewer plant.
- Purchased new bucket truck, Cooter Pond boardwalk lighting operates, and Hurricane Irma cleanup.
- Meter replacements in Rosemont/Rolling Greens, remodeled 106 Dampier St. for leasing, and piggy backed maintenance agreement for all City generators.

In 2017:

- 780+ Building Permits, 700 plan reviews, 2,500 inspections, and \$225,000 fees.
- 980 Business Tax Receipts = \$51,000, 122 new businesses and 8 ribbon cuttings.
- Code compliance: 462 Complaints, 600 + inspections and 361 complaint driven letters mailed. 16 cases to Code Enforcement Board with \$72,000 worth of liens

placed on derelict properties. Banner cleanup included 140 letters to businesses along Hwy 44W. Mailed 120 letters for late business tax receipt payment.

- ICRA Façade Grants at 211 N. Pine Avenue for \$7,500 and 305 N. Apopka Avenue for \$7,001.81.
- AARC held 8 meetings with 14 applications for certificate of appropriateness.
- Fire Department working with Community Development completed 45 annual inspections = \$26,000. 50 Plan reviews causing 45 building inspections. 6 Fire Code complaints were handled, and 20 New Business Inspections = \$900.00

Marketing Small Town Done Right:

- Cooter Festival with nine micro events. “The Taste” competition became a qualifier for the World Food Championship.
- Big Bass Classic and Inverness Grand Prix participation increased.
- Friday Night Thunder continues monthly. 200+ volunteers recruited for events.
- Public info included Visit Florida Centers and billboards.
- Manage multiple websites, Twitter accounts, Facebook pages, etc.
- CafePress.com online shop is Visit Inverness featuring designs for all events.

Valerie Theatre:

- 86 events with 6,448 attendees totaling \$67,200 in paid admissions.

In 2018:

- Complete City Garden and Visitors Center.
- City Clerk will coordinate with Supervisor of Elections for City elections and using the IGC as a polling place.
- Finalize plans for the Train Station and properties.

Parks:

- WPCP Turf Areas evaluated for multi-year restoration program. Add Pickle Ball to all Tennis Courts.
- Consult with State for a second (new) Entrance to Whispering Pines City Park, off Hwy 44W, and install Wayfinding Signage.
- Work with Inverness Rotary on multi-year improvement project at Bryant Park.
- Repurpose Liberty and Wallace Brooks Park to support Depot District.

Community Development:

- P/T Code Enforcement employee
- Address False Alarm, Burn Ban, and Sign ordinances.
- Finalize the CBDG Award for MLK & Dampier.
- Online building permit program will be researched.

Public Works:

- City staff to maintain certain landscaped locations.
- Assume management and maintenance of water/sewer lines.
- Work with FDOT to improve intersection at 41S, 44E, and Highlands Blvd.
- Fully automated solid waste program with natural gas trucks, another first.

Events & Visitor Bureau:

- Open Inverness Visitor Center.
- Add events: Sunshine Grand Prix Cycling, Wine over the Water.
- Relocate Cooter Festival to Whispering Pines City Park.

- Co-op with TripAdvisor and revamp website.

IFD:

- Pursue grant for new compact ladder truck and prevention/safety grants.
- Interaction with Community to promote fire prevention through youth and adults.
- Recruitment incentives for volunteers and paid personnel.

Info Tech:

- Wireless infrastructure for Liberty & Wallace Brooks Parks and Depot District. Network connectivity for Visitor Center. Email archive solution implemented.
- Create mobile app, upgrade internet security, and website redesigns.

Community:

- Work with Out of the Box Animal Rescue, a non-profit organization for advocacy and support to protect shelter animals. Assist to relocate operations.
- Compliance with Sidewalk Café program and upgrade Parking Ordinance.
- Finalize plans for Depot District, park upgrades, vessel launch, and boat docks.
- Bicycle Master Plan for signage and bike sharrows in streets to improve safety.
- Valerie Theatre Cultural Center to create more support to fund cultural events, educational opportunities, and meet sustainability.
- Conduct 60+ events to market and keep Inverness in the forefront, to include Military Service Memorial unveiling on January 20, 2018 at 11:00am.

City Manager DiGiovanni closed stating more is coming and there will be critics, but results are testament to good planning, design, and construction. Inverness is a desirable and exciting community. Merry Christmas to All. Enjoy the Holidays – You Earned It!

COUNCIL/MAYOR SUBJECTS

Councilman Ryan thanked the City Manager for a great presentation and looking forward to the Military Memorial, etc.

Mayor Plaisted agreed it was a wonderful presentation and is excited of year's accomplishments and what's to come next year.

Councilwoman Hepfer spoke of staff and longevity.

Councilman Hinkle stated this is Small Town Done Right and Inverness is talked about around the state. Thanked staff.

Councilwoman Bega noted the course we are taking is amazing.

President McBride noted the Bond issue was a big deal and investing in our City pays dividends. Spoke of events, the Valerie, parade, etc.

Council and Mayor wished all a Merry Christmas and Happy New Year.

CITIZENS NOT ON AGENDA

Karen Esty thanked Council and staff for incredible things happening in this community.

Meeting adjourned at 6:37pm.

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

January 2, 2018

ISSUE: Code Compliance Efforts & Update
FROM: City Manager
CC: Bruce Day
ATTACHED: Memo by Bruce Day
Aerial Map Visuals of Locations

Reference is made to attachments.

Transitioning a derelict property to compliance is not always easy or straightforward. We are providing summary data to allow comments by Council Members on the process and property status. The amount of time consumed to determine and locate a property owner is demanding and not recoverable with fines, liens or foreclosure.

To the good, progress is being made.

To the better, we are proceeding to fill a part-time position dedicated to property inspection and compliance.

Recommended Action –

No Formal Action is Necessary.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness, Florida 34450
Inverness-Fl.gov



COMMUNITY DEVELOPMENT DEPARTMENT

212 W. Main Street Inverness, FL 34450 (352) 726-3401 Fax (352) 726-5473

Licensing Building Zoning Planning Code Enforcement ICRA AARC

MEMORANDUM

TO: Frank DiGiovanni, City Manager
FROM: Bruce Day, Community Development Director
DATE: January 2, 2018

RE: Code Enforcement Update on Derelict Properties

City Attorney, Larry Haag was directed by City Council to investigate foreclosure and possible demolition of derelict and problematic properties in the City. Attorney Haag presented a summary of his findings to Council on November 21, 2017. Following discussion Council further directed staff to explore options for code amendments to allow for demolition of unsafe and derelict properties. Staff plans to use Citrus County as an example for future drafts and proceed with the City Attorney's guidance.

The City Attorney's recent report regarding derelict properties included:

233 South Blvd
911 Mossy Oak Drive
2608 Highway 44 West

The Code Enforcement Board Hearing December 21, 2017 introduced 2 new derelict properties:

844 Duck Cove Path

Subject property severely damaged by fire March 20, 2017. Owner has since passed away.
Foreclosure is not complete due to a complex arrangement of federal housing finance program.

304 Stottler Ave

Subject property is in the foreclosure process. However, Wells Fargo posted a foreclosure notice.
The bank was contacted and clean-up of the property has been initiated but is not yet complete.
Some of the larger items (shed) cannot be removed until the bank has full ownership.

Liens and fines are provided by our code as compliance tools for the Code Enforcement Board. When fines go unpaid they become liens. However, for a low value derelict property, a lien sometimes becomes an obstacle to resale and potential rehabilitation of a derelict property. As the liens increase in value the property becomes less desirable to a buyer. The key to avoiding a drawn out and less than productive process is to make contact with the foreclosing bank as soon as possible and make them aware of the City's regulations and expectations.

Discussion item only, No Council action requested at this time

233 South Blvd



Lien has grown to approximately \$30,000. Interested buyer sees the lien as a hindrance to the sale. Buyer may want to request waiver or reduction of the lien from City Council.

911 Mossy Oak Dr.



Before and after photos show clean-up by Public Works staff. Lien has grown to approximately \$30,000. Property value probably has been exceeded at this point. Attorney is moving toward possible foreclosure.

2608 US Hwy 44 West



Lien has grown to approximately \$24,000. Property has Federal tax liens over \$100,000. Federal liens have priority for repayment over City liens. Liens are seen as obstacle to sale.

844 Duck Cove Path



The home was severely damaged by fire on March 20, 2017. The code enforcement board found this property in violation as an unsafe building on December 21, 2017. The owner of record was given 30 days to file a building permit for repairs. If not fines of \$250 / day will be assessed.

304 Stottler Avenue



Contact with the foreclosing bank has been established. Property has now been mowed by the foreclosing bank. Debris removal is verbally committed by the bank. Staff and Code enforcement board are in monitoring mode.

Agenda Memorandum – *City of Inverness*

January 2, 2018

ISSUE: Discussion of Foreclosed Property Registration Program
FROM: City Manager (Prepared by Bruce Day)
CC: City Clerk

In the process of researching how to conduct the code enforcement process to achieve property compliance more efficiently, we learned that Citrus County uses the ProChamps service to provide timely notice of foreclosed properties. By way of follow up, we received positive responses from several jurisdictions about the service. A total of 56 Florida communities utilize the services provided by ProChamps, which is located in Melbourne, Florida.

Implementation of a property registration program would require that the City adopt an ordinance to mandate that foreclosed or vacant properties are registered. Property registration of this nature, provides contact information of a responsible party. Communication is key, and once we are able to direct data to a response, we may address deficiencies on a variety of issues including code enforcement. Using ProChamps as a service provider requires a contract between the parties to outline the terms of service. The property registration program would be funded by registration fees shared between the City and ProChamps.

- Property registration of foreclosed or vacant properties can potentially reduce the negative impact to adjacent properties and stem creeping neighborhood blight.
- Property registration can increase resources in terms of time, staffing levels and related costs to local governments and code enforcement departments trying to keep legally identified property owners and mortgage servicers in compliance with ordinance requirements.
- Property registration can provide an additional resource to local law enforcement and fire personnel as notification to monitor for potential issues related to foreclosed and vacant properties.
- Property registration can assist the timely return of foreclosed properties to productive community use and purposes.

Recommended Action:

Discussion Only.

If this is deemed desirable, we will proceed to present an Ordinance and Agreement for Council action.

Thanking you in advance for your attention to this matter.


Frank DiGiovanni

ORDINANCE NO. 2018 - _____

AN ORDINANCE, CREATING **CHAPTER 23**, OF CITY OF INVERNESS CODE OF ORDINANCES TITLED, "REGISTRATION OF DEFAULTED MORTGAGE PROPERTY," PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES, PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN CITY OF INVERNESS; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, CITY OF INVERNESS CITY COUNCIL desires to protect the public health, safety and welfare of the citizens of the incorporated area of CITY OF INVERNESS and maintain a high quality of life for the citizens of CITY OF INVERNESS through the maintenance of structures and properties in CITY OF INVERNESS; and

WHEREAS, properties that are neglected and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children; and

WHEREAS, mortgage foreclosures have serious negative implications for all communities trying to manage the consequences of properties with defaulted mortgages, are in the foreclosure process, foreclosed upon and/or mortgagee owned; and

WHEREAS, often times, the foreclosing party or property owners are an absentee responsible party, and there is no local contact for such a property making it difficult to serve notice to the proper party of the violations of CITY OF INVERNESS Code, and to maintain the requisite level of maintenance and security on such structures or lots; and

WHEREAS, the CITY COUNCIL recognizes the existence of properties with defaulted mortgages and subject to foreclosure action or foreclosed upon, (hereinafter referred to as "registrable properties") located throughout CITY OF INVERNESS which lead to a decline in property value, create nuisances and lead to a general decrease in neighborhood and community aesthetic; and

WHEREAS, the CITY COUNCIL has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the CITY COUNCIL recognizes in the best interest of the public health, safety and welfare a more regulated method is needed to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the CITY COUNCIL recognizes the opportunity to conserve staff resources by greatly reducing the need to repeatedly process property maintenance violations against non-interested property owners in mortgage default to include the expenditure of tax payer funds to cover the costs of abatement; and

WHEREAS, the CITY COUNCIL has a vested interest in protecting neighborhoods against decay caused by registrable property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of registrable property located within CITY OF INVERNESS to discourage registrable property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the CITY COUNCIL desires to amend CITY OF INVERNESS's code in order to establish a property registration process that will identify a contact persons to address safety and aesthetic concerns to minimize the negative impact and conditions that occur as a result of the foreclosure process; and

WHEREAS, upon passage, duly noticed public hearings, as required by law, will have been held by the CITY COUNCIL, at which public hearings all residents and interested persons were given an opportunity to be heard;

NOW THEREFORE, BE IT RESOLVED BY CITY OF INVERNESS CITY COUNCIL:

The CITY COUNCIL finds that the implementation of the following changes and additions will assist CITY OF INVERNESS in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership and lack of compliance with existing CITY OF INVERNESS regulations and laws.

1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof
2. That the CITY COUNCIL does hereby amend CITY OF INVERNESS Codified Ordinances by creating Title ##, Article ## titled "Registration of Defaulted Mortgage Property" to read as follows:

Chapter 23 - REGISTRATION OF DEFAULTED MORTGAGE PROPERTY

Sec. 23-1. PURPOSE AND INTENT

It is the purpose and intent of the CITY COUNCIL to establish a process to address the deterioration, crime and decline in value of CITY OF INVERNESS neighborhoods caused by property with defaulted mortgages located within CITY OF INVERNESS, and to identify, regulate, limit and reduce the number of these

properties located within CITY OF INVERNESS. It is the CITY COUNCIL's further intent to establish a registration requirement as a mechanism to protect neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership lack of adequate maintenance and security and will provide a method to expeditiously identify contact persons for each property responsible for this protection.

It is not the intent of this article to determine the rights and liabilities of persons under agreements to which CITY OF INVERNESS is not a party. This article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this Article; provided that no provision of any lease or other agreement shall be construed to excuse compliance with this article. Additionally, a violation of this article shall not in and of itself create negligence per se standard or otherwise expand existing liability in tort for either a landlord or a tenant.

Sec. 23 -2. DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. **Accessible Property/Structure** – means a property that is accessible through a comprised/breached gate, fence, wall, etc., or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.
- B. **Applicable Codes** – means to include, but not be limited to, CITY OF INVERNESS's Zoning Code, CITY OF INVERNESS's Property Rehabilitation and Maintenance Code, Neighborhood Improvement Ordinance, Solid Waste Ordinance, Residential and Commercial Recycling Ordinance, and the State and CITY OF INVERNESS Building and Fire Codes.
- C. **Enforcement Officer** – means any Law Enforcement Officer, Building Official, Zoning Inspector, Code Enforcement Officer, Fire Inspector of Building Inspector, or other person authorized by CITY OF INVERNESS to enforce the applicable code(s).
- D. **Default** - shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.
- E. **Foreclosure** - shall mean the legal process by which a mortgagee, or other lien holder, terminates a property owner's equitable right of

redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. This definition shall include, but is not limited to, public notice of default, a deed-in-lieu of foreclosure, sale to the mortgagee or lien holder, certificate of title and all other processes, activities and actions, by whatever name, associated with the described process. The process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien

- F. **Mortgagee** - means the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement.
- G. **Owner** – Owner means any person, firm, corporation or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter.
- H. **Real Property** - means any improved residential or commercial land, buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in CITY OF INVERNESS limits. Developed lots are considered improved land.
- I. **Registrable Property** – means,
 - a. any real property located in CITY OF INVERNESS, whether vacant or occupied, that is encumbered by a mortgage in default, is subject to an ongoing foreclosure action by the Mortgagee or Trustee, has been the subject of a foreclosure action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

The designation of a “default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed and any default on the mortgage has been cured.

- J. **Semi-Annual Registration** - shall mean 6 months from the date of the first action that requires registration, as determined by CITY OF INVERNESS, or its designee, and every subsequent 6 months. The date of the initial registration may be different than the date of the first action that required registration
- K. **Vacant** – means any parcel of land in CITY OF INVERNESS that is not legally occupied. Vacant property does not mean property that is temporarily unoccupied while the residents are away on vacation, personal matters or business, or is not intended by the owner to be left vacant, so long as the period does not exceed thirty (30) days.

Sec. 23-3. APPLICABILITY

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to CITY OF INVERNESS above and beyond any other State or CITY OF INVERNESS provisions for same.

Sec. 23-4. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of Section ### CITY OF INVERNESS, or its designee, shall establish a registry cataloging each Registrable Property within CITY OF INVERNESS, containing the information required by this Article.

Sec. 23-5. REGISTRATION OF DEFAULTED MORTGAGE REAL PROPERTY

- A. Any Mortgagee who holds a mortgage on real property located within CITY OF INVERNESS shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The Mortgagee shall, within ten (10) days of the inspection, register the property with the Code Enforcement Department, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- B. Registration pursuant to this section shall contain the name, direct mailing address, a direct contact name, telephone number, and e-mail address for the Mortgagee/Trustee, and the Mortgage Servicer, and the name and twenty-four (24) hour contact phone number of the local property management company responsible for the security and maintenance of the property who has the authority to make decisions concerning the abatement of nuisance conditions at the property, as well as any expenditure in connection therewith.

- C. Mortgagees who have existing registrable property on the effective date of this ordinance have 30 calendar days from the effective date to register the property with the Code Enforcement Department, or its designee, on forms or other manner as directed, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is vacant or occupied.
- D. Any previous unpaid registration fees are the responsibility of the new Mortgagee or Trustee and are due and payable with their initial registration. Except if it is determined that the transferee is exempt from paying fees then the previous mortgagee will not be released from the responsibility of paying all previous unpaid fees and fines, regardless of who the mortgagee was at the time when registration was required, including but not limited to unregistered periods during the foreclosure process. The provisions of this section are cumulative with and in addition to other available remedies.
- E. If the servicing rights for a mortgage on a registrable property are sold or transferred, the registration must be updated to include all the new Servicer information within 10 days of the servicing transfer.
- F. Any previous unpaid registration fees are the responsibility of the new Registrable property owner and are due and payable with their initial registration. Except if it is determined that the transferee is exempt from paying fees then the previous mortgagee will not be released from the responsibility of paying all previous unpaid fees and fines, regardless of who the mortgagee was at the time when registration was required, including but not limited to unregistered periods during the foreclosure process. The provisions of this section are cumulative with and in addition to other available remedies.
- G. As long as the property is Registrable it shall be inspected by the Mortgagee, or designee, monthly. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- H. A non-refundable semi-annual registration fee of \$300.00 -shall accompany each registration pursuant to this section.
- I. If a lis pendens, deed-in-lieu of foreclosure, or other public notice of foreclosure is filed on a property and the property was not registered and the registration fee paid at least 30 days prior to the filing date, a late fee shall be charged. The late fee shall be the equivalent to 10% of the registration fee and shall be charged for every thirty (30) days period, or portion thereof, the property is not registered and shall be

due and payable with the registration. This section shall apply to the initial registration and 30-day delinquent registration renewals. Registrations delinquent greater than 30 days are also subject to additional fines as described herein.

- J.** All registration fees must be paid directly from the Mortgagee, Trustee, Servicer, or Owner. Third Party Registration fees are not allowed without the consent of CITY OF INVERNESS and/or its authorized designee.
- K.** Properties subject to this section shall remain under the semi-annual registration requirement, and the inspection, security and maintenance standards of this section as long as they are registrable.
- L.** Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue foreclosure, the filing of a dismissal of lis pendens and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any Mortgagee holding the defaulted mortgage, from all the requirements of this article as long as the borrower is in default.
- M.** Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.
- N.** Failure of the Mortgagee to properly register or to modify the registration information within (10) days of the action requiring the update to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement and any resulting monetary penalties and/or property liens
- O.** Pursuant to any administrative or judicial finding and determination that any property is in violation of this article, CITY OF INVERNESS may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.
- P.** Properties subject to this chapter shall be maintained in accordance with the applicable code(s) of CITY OF INVERNESS.

Sec. 23-6. – SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Sec. 23-7. REPEALER

All ordinances or parts of ordinances in conflict herewith, are and the same are hereby repealed.

Sec. 23-8. CODIFICATION

It is the intention of the CITY COUNCIL, that the provisions of this Ordinance shall become and be made a part of CITY OF INVERNESS Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section”, “article”, or such other appropriate word or phrase in order to accomplish such intentions.

Sec. 23-9. EFFECTIVE DATE

This ordinance shall take affect (according to local and state requirements)

Insert City signature block

**PROPOSED
AGREEMENT BETWEEN THE CITY OF INVERNESS
AND PROPERTY REGISTRATION CHAMPIONS CORP (PRC or
PROCHAMPS) A FLORIDA CORPORATION AND A COMMUNITY
CHAMPIONS COMPANY**

This Agreement is made as of this ____ day of _____, 2017 by and between Property Registration Champions Corp (PRC or PROCHAMPS), a Florida Corporation and a Community Champions Company, with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC"), and City of Inverness, Florida municipality, with an address at 212 West Main Street, Inverness, FL ("CITY").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of Inverness Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City; and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY Council adopted Ordinance No. 2017 [REDACTED], the CITY's Abandoned Real Property Ordinance ("Ordinance"); and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance No. 2017 [REDACTED], to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the CITY's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue-generating for the CITY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PRC RESPONSIBILITIES.

A. PRC will cite the CITY's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. PRC will electronically provide for registration of foreclosed properties in violation of applicable CITY ordinances.

B. PRC will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. PRC will investigate, report,

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or take corrective measures monthly to update property status of all foreclosed properties electronically registered and in compliance with the relevant CITY ordinances.

C. PRC will charge a fee as directed by the CITY to each Registrant to register all mortgagees who comply with the Ordinance ("Registration Fee"). PRC shall retain \$100 of each collected registration fee and remit the balance to the CITY in consideration of the services provided. PRC shall forward payment of the CITY's portion of the registration fee to the CITY's Finance Department no later than the 15th day of the following month during the term of this Agreement. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges will be deducted from the remittance for the actual costs of said charges or subscriptions.

D. PRC agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the CITY's ordinances. The website will direct registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's Property Registration Codes.

E. PRC, will execute the CITY's website Link agreement and meet all CITY IT security, and anti-viral requirements.

F. PRC responsibilities will commence on the effective date of this agreement.

2. INDEMNIFICATION:

A. PRC shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of PRC, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by PRC and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby

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acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by PRC. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. PRC will indemnify and hold CITY harmless for any negligent acts of PRC or for any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by CITY, PRC shall cease all work performed and forward to CITY any Registration Fees owed to the CITY.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. CITY Ordinance 2017- ;

6. **INSURANCE.** PRC shall provide and maintain in force at all times during the Agreement with the CITY, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to [City/Town/County/Borough/Township] the protection contained in the foregoing indemnification undertaken by PRC.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including

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owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CITY the indemnification specified herein.

E. A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing 30 days prior written notice to the CITY in the case of cancellation. The CITY shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the CITY's Risk Management Department at the time PRC executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

A. All information collect pursuant to this agreement is subject to public records requests as required by law. *Needs attorney review*

8. AUDIT AND INSPECTION RIGIITS AND RETENTION OF RECORDS.

A. CITY shall have the right to audit the books, records and accounts of PRC that are related to this Agreement. PRC shall keep, in digital or hard copy format, whichever format PRC so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. PRC shall preserve and make available, at reasonable times for examination and audit by the CITY , all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless PRC is notified in writing by the CITY of the need to extend the retention period. Such retention of such records and documents shall be at PRC's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to PRC's records,

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PRC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PRC.

B. In addition, for a period of 6 (six) months following the termination of this agreement, PRC shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format PRC so chooses, relating to matters of continuing significance.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that PRC is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. PRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PRC's activities and responsibilities hereunder. PRC agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between PRC and the CITY and the CITY will not be liable for any obligation incurred by PRC, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: Frank DiGiovanni, City Manager
City of Inverness
212 West Main Street
Inverness, FL 34450
(352) 726 2611

PRC: David Mulberry, President/CEO

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2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Fax No. (321) 396-7776

11. ASSIGNMENT. For purposes of this Agreement, any change of ownership of PRC shall constitute an assignment which requires PRC to notify CITY in advance. This Agreement shall run to the CITY and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CITY acknowledges prior to this agreement registering properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the effective date of this Agreement, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the effective date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC \$5.00 per property. Any data entry compensation due PRC will be withheld from future registration fees due the CITY per this Agreement.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

17. WAIVER. Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may

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_____ subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

20. ATTORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

21. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Insert City of Inverness signature block

CITY OF INVERNESS

_____ Date: _____

City Administrator

PRC

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Date: _____

David Mulberry, President/CEO

Property Registration Champions Corp (PRC or PROCHAMPS), a Florida Corporation
and a Community Champions Company
2725 Center Place
Melbourne, FL 32940

Five Benefits to Using a Vacant Property Registry

blog.prochamps.com/five-benefits-to-using-a-vacant-property-registry

Those in the law enforcement and sociology disciplines have labeled it the “broken window” theory.

A building or home with a few broken windows, left unattended and unrepaired, becomes a target for vandals and more broken windows. In many cases vacant and abandoned properties encourage unauthorized occupation, potential fires, and other crimes. Code enforcement becomes a headache as does tracking down the responsible parties. If left unchecked, vacant, abandoned, dilapidated and foreclosed properties become the norm and accepted, eventually leading to neighborhood blight, declining property values to surrounding homes, and negative public perceptio.



That’s why the proactive approach of helping to develop ordinances and best practices dealing with vacant property registry is the hallmark of **PROCHAMPS**, experienced experts in assisting communities to fight neighborhood blight while maintaining and improving the quality of life for residents and communities with skin in the game. The benefits of using vacant property registration are clear. The upside of using vacant property registries is addressed in comprehensive detail in the U.S. Department of Housing and Urban Development’s white paper, “Turning Liabilities into Assets.” Simply stated, utilizing the process of vacant property registry beats hands down the status quo of watching idly as neighborhoods and communities suffer myriad negative consequences of taking no action at all.

Among the benefits of using a vacant property registry:

- Property registry provides municipal and county governments centralized clearing houses of contact information relative to the responsible parties of abandoned, foreclosed and vacant properties.
- Vacancy registration fees required by ordinances help offset the cost of Codes Enforcement designed to help ensure a minimal standard of maintenance and that security issues are addressed regarding these types of properties.
- The utilization of vacant property registries, ordinances, fees and fines, promotes repair and rehabilitation of vacant and abandoned properties, contributing to lower crime rates, stabilization of surrounding property values and public safety.
- Vacant property registries encourage property owners adjacent and near to abandoned and foreclosed homes and buildings to repair, maintain and upgrade their properties with

the confidence that neighborhood blight will not diminish the value of their own homes. This combined action helps stabilize surrounding property values and assists neighborhoods in fighting blight.

- In some cases, vacant property registration promotes temporary property receivership to local governments and qualified non-profit organizations to rehabilitate and return to use, vacant and abandoned property, providing positive cash flow for rental properties in this category as well as contributing to overall property tax value to municipalities. More can be found about this [here](#). * The benefits of vacant property registry in terms of improved public safety issues are clearly identified with the experiences of multiple municipalities in West Virginia: "Property registration creates up-to-date lists of vacant buildings for police and fire personnel who most often contend with the dangerous situations manifested in vacant buildings." More can be read on West Virginia's property registration techniques [here](#).

WHAT DOES THIS ALL MEAN?

The key to successfully benefitting from property registration is simple: Be proactive. That can mean getting these properties registered prior to them becoming vacant. In many cases, registering properties that have been foreclosed on but have yet to be abandoned, can help ensure that the house does not fall into disrepair.

PROCHAMPS takes proactive approaches to property registration by establishing registry best practices which require banks and other responsible ownership parties to register foreclosed, abandoned and vacant properties. Registry provides important names and contact information that enables municipalities to enforce code, zoning, public safety and maintenance issues that help prevent, reduce and eliminate neighborhood blight in a time efficient and cost effective manner. Plus, our interactive, on-line data base registry system allows problems to be identified, reported and dealt with as they occur without lengthy and time consuming delays that easily lead to more "broken windows."

4 Things to Know about Registering Rental Properties

 blog.prochamps.com/registering-rental-properties

Depending upon the community or municipality, a rental property may need to be registered. A rental dwelling is any property that contains a dwelling or rooming unit that is being offered for rent or is being rented or occupied by any person who is not the owner of the premises. This registration is required to protect the health, safety, and welfare of the people in a community. If you've just learned that you're responsible for registering a rental property, there are four things you should know.



Proactive property registration benefits the community.

Not everyone understands why they have to register rental properties with their community. It may seem like a daunting or frustrating task, but the advantages of property registration outweigh the seemingly painstaking process of registration. Through proactive property registration, communities can help avoid decreased property value, heightened crime rates, and depleted government funds.

Contact information for the property owner is necessary.

If you are the owner of the rental property, you must give your contact information to the community or municipality. A name and method of contact are crucial to a community being able to reach out to responsible parties for property maintenance and code enforcement needs.

With up-to-date contact information, communities are easily able to communicate with property owners for the needs of code enforcement and law enforcement.

1/2

Fees are (sometimes) required.

When registering a rental property, property owners are required to pay a registration fee, depending upon the community. Most communities charge a nominal fee to register one or more rental properties. These small fees contribute to the costs required for tracking and maintaining rental property records.

Don't forget to renew.

Once you've registered your rental property with your community, provided your contact information, and paid the registration fee, mark your calendars for your registration renewal. Depending upon the community, you may have to renew the rental registration on a semi-annual or annual basis. Typically the renewal registration fees are less than the first-time fees.

Proactive property registration is a process that has become more popular since the housing market crash almost a decade ago. When homeowners lost their houses to the banks and left them vacant, communities were unable to determine who was responsible for certain properties. Through property registration ordinances (PROs) municipalities are able to track and communicate with property owners in case of code enforcement issues or an emergency regarding the property.

Why We Love Property Registration (and you should, too!)

 blog.prochamps.com/reasons-to-love-property-registration

Here at [PROCHAMPS](#), we are big fans of proactive property registration. We believe that blight can be fought, and the health, safety, and welfare of a community can be protected through [property registration ordinances](#), or PROs.

What are the pros of PROs?

After the large crash of the housing market in 2008, more and more communities began to enact these ordinances in an effort to [fight blight](#). Homes were being left abandoned, victims of time and neglect. Vacant homes become a cause for decreased property value, an increase in crime, and strain on community budgets to combat blight.

Luckily, there is a solution to this problem of blight. With PROs, communities are able to hold accountable those responsible for the property.

There are a few types of PROs, including:

- Vacant
- Rental
- Foreclosure/Default
- Hybrid

The types of property registration ordinances differ from community to community.

Property registration ordinances allow communities to know the responsible party for a property. This direct contact is to be communicated for any needs of the property, including [code enforcement](#) or law enforcement. Communities can more efficiently handle the needs of a property, whether vacant, rental, or foreclosure, by knowing who exactly to get in touch with.

This connection to the responsible party cuts out the time and resources wasted on trying to find the property owner, bank, mortgagee, or lender that can help resolve these issues.

What should you love about property registration?

Your community has a chance to fight blight! These small and simple ordinances can make a large impact on the health, safety, and welfare of your community. Requiring property owners, banks, lenders, and other mortgagees to register their properties allows your community to work on a more efficient level, especially in code enforcement, law enforcement, and local government spending.

There are those out there who believe that PROs come with faults. Those against communities with vacant property registration ordinances believe that they will "further deteriorate the

mortgage market by placing unreasonable requirements upon servicers. Mortgage market participants will have no choice but to respond to these unreasonable requirements by significantly reducing their current business or ceasing to make further investments in the communities with unreasonable registration ordinances."

This can be argued, however. In fact, "costs imposed by VPROs represent a portion of the true costs of owning and managing vacant property, which should be considered by investors and lenders in their investment."

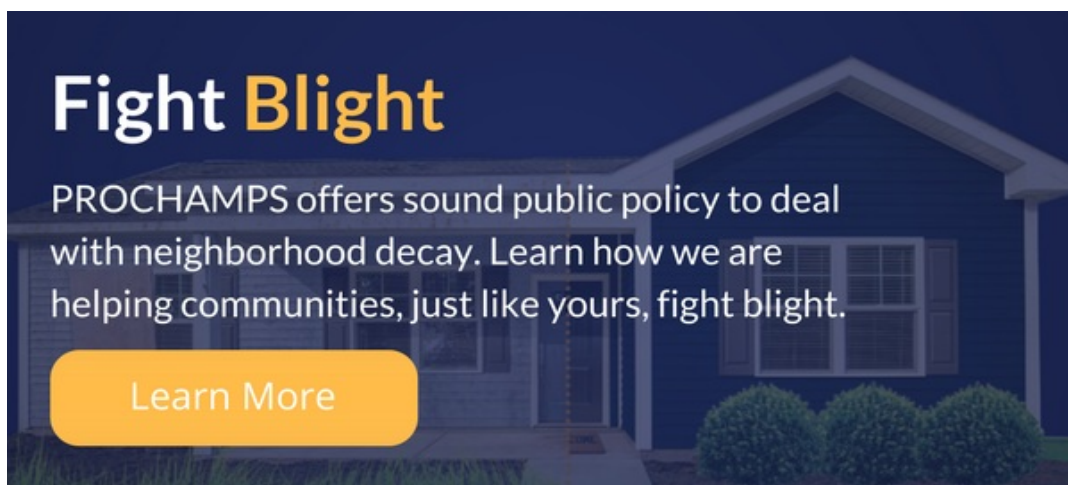
You can read more of this research from Dan Immergluck, Yun Sang Lee, and Patrick Terranova, [here](#).

How PROCHAMPS helps communities

If your community wants to build, create, and enact PROs - PROCHAMPS can help! Here's how PROCHAMPS works:

- Community enacts a best practice ordinance to engage the PROCHAMPS solution
- PROCHAMPS staff researches/identifies/tracks properties, contacts responsible parties.
- Community receives their share of the registration fees and information on responsible parties through a user-friendly and multi-functional web based application.
- Code officials and law enforcement can utilize our cutting-edge, web-based interactive data platform to communicate directly with responsible parties and our team will follow-up on your behalf.

If you'd like to learn more about PROs and what exactly PROCHAMPS is, sign up to request a demo.



Agenda Memorandum – *City of Inverness*

DATE: January 2, 2018
FROM: City Manager
SUBJECT: City Property Lease Renewal – Pleasant Grove Road
CC: City Clerk, Finance Director, Public Works Director
ATTACHED: Letter Charles Dean, Dated 12/22/2017
Lease Renewal 2018 (5-pages)

Please reference attachments for additional information.

This matter involves the traditional use of property, owned by the City, off Pleasant Grove Road. The property is located in front of the 581 Water Plant and ground storage tank, and is bordered by Pleasant Grove Elementary School. The lease has been reviewed with the renewal components, terms and conditions all being identical to what has previously been used. The lease may be terminated by either party with sixty-day notice, and Section 7 provides full access and ability of the Lessor to make improvements as deemed necessary and appropriate.


This arrangement has been actively engaged for decades to the benefit of the parties and without compromise of City interests; accordingly, renewal of the stipulated agreement is supported.

Note: Per the City Charter, four (4) affirmative votes are required to execute this document.

Recommended action –

It is recommended that City Council motion, second and vote to accept the 2018 Lease between Charles Dean and City of Inverness for use of available property, and authorize the Council President to execute the documents.

Thank you,



Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov

Page 1 of 1

December 22, 2017

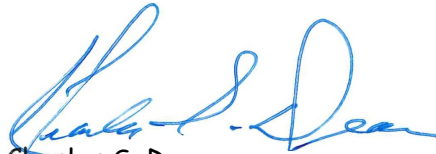
Susan Jackson, City Clerk
City of
Inverness
212 W. Main Street
Inverness, FL
34450

Dear Ms. Jackson:

This letter will serve as my formal request to renew and extend my annual lease of the City owned property located next to the Pleasant Grove Elementary School on Rt. 581. The current lease will expire January 31, 2018.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles S. Dean

LEASE RENEWAL

THIS LEASE made this 1st day of February A.D. 2018, by and between the City of Inverness, a political subdivision of the State of Florida, hereinafter called the "LESSOR" and Charles S. Dean, hereinafter called the "TENANT."

WITNESSETH, in consideration of the rents, covenant and agreements hereinafter contained on the part of the TENANT to be paid, observed and performed, the LESSOR hereby renews its previous lease and leases to the TENANT and the TENANT accepts from the LESSOR the following described lands in Citrus County, Florida, to-wit:

The South ½ of the NW ¼ of Section 10, LESS AND EXCEPT the SE ¼ of the SE ¼ of NW ¼, Sections 19, Township 19 South, Range 20 East, less and except and portion previously conveyed to the Citrus County School Board.

together with all dwellings located thereon, for a term of one year commencing on the first day of February, 2018 and ending on the last day of January, 2019, on the following terms and conditions and covenants:

Section 1. Termination: This Lease can be terminated by either party upon sixty (60) days notice to other.

Section 2. Rent: The TENANT hereby agrees to pay to the LESSOR without demand, at the office of the City Clerk of the City of Inverness, Citrus County, Florida, the following rents, for the aforesaid leased premises, for the term of this lease, to-wit: TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) for each year of the lease, payable on February 1st of each year of the duration of the lease.

Section 3. Use: The leased premises shall be used by the TENANT for and as a farm. The TENANT shall be responsible for the maintenance of the fences and the cutting of the

grass thereon. The TENANT shall at all time keep the leased premises in as good of a state of repair as the same was at the commencement of the term and return same to as good a condition as it is at the time of the execution of this lease in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. The TENANT agrees to replace all broken or damaged sections of fence and fence post with fence or fence posts of the same size and quality that may become damaged, to as good condition as it is at the time of the execution of this lease. If TENANT refuses or neglects to commence repairs within ten (10) days after written demand by LESSOR adequately to complete such repairs within a reasonable time thereafter, it shall be considered a breach of this lease on the part of the TENANT.

Section 4. That the LESSOR shall not be liable for any damage occasioned by failure to keep the premises in repair or for any damage done or occasioned by the acts or neglects of the TENANT or TENANT'S agents, servants or employees. That the TENANT shall not allow the premises to be used for any other purposes as stated herein or for any unlawful purpose or for any purpose that will injure the reputation of same or will disturb other tenants of the neighborhood and shall not allow any sign or placard to be posted or placed on the premises without the LESSOR's consent, except such signs or placards as may be used by the LESSOR for their own purposes.

Section 5. The TENANT agrees not to permit any alteration of or upon the premises except by written consent of the LESSOR and that all alterations and additions to the premises shall remain for the benefit of the LESSOR unless otherwise provided in such consent.

Section 6. The TENANT agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or any estate or interest hereunder and not to sublet the leased premises

or any part or parts thereof and not to prevent any licensee or cessionaire therein, without the previous written consent of the LESSOR in each instance. Consent by the LESSOR to one assignment of this lease or to one subletting of the leased premises shall not be a wavier of the LESSOR's rights under this section as to any subsequent assignment or subletting shall be construed to in include a prohibition against any assignment or subletting by operation of law. The LESSOR's rights to assign this Lease are and shall remain unqualified.

Section 7. The TENANT agrees to allow the LESSOR at all times free access to the demised premises for the purposes of examining, exhibiting the same and in making any needful repair or alteration thereof which the LESSOR may see fit to make. That the LESSOR expressly has the right to make or license any improvements, erect power/communication poles, drill any wells or place any buildings upon said property and use said improvements without the consent of said TENANT or without any diminution in the rent. TENANT acknowledges that LESSOR may license a communication company to construct a tower on the leased property and TENANT consents to such license or lease of a portion of the demised premises for a tower site and agrees to not interfere with the construction thereof.

Section 8. Upon the termination of this Lease by the lapse of time or otherwise the LESSOR shall surrender the premises in good repair and condition as it was at the commencement of said term, excluding reasonable use and wear thereof or other casualty, not occurring through the fault of the TENANT.

Section 9. The TENANT agrees to pay and discharge all reasonable costs, attorneys fees and expenses that shall be made or incurred by the LESSOR in enforcing the covenants and agreements thereof and the said LESSOR shall have a lien for such costs, fees, and expenses upon all personal property of the TENANT.

Section 10. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the LESSOR and TENANT. No surrender of the demised premises, or of the remainder of the term of this Lease shall be valid unless accepted by the LESSOR in writing.

Provided always, and these presents are upon the express condition, that if the TENANT shall fail or neglect to perform and observe any of the covenants on TENANT'S part therein contained, it shall be lawful for the LESSOR at any time thereafter, without notice or demand, to enter into and upon the demised premises and repossess the same as of its former estate, and to expel the TENANT and any person claiming under TENANT, forcibly, if necessary, and to remove their effects, without prejudice to any remedies which might be used for arrears of rent or previous breach of covenant. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written, the LESSOR causing the same to be executed in its name by CABOT McBRIDE, as President of the City Council of the City of Inverness, Citrus County, Florida, attested by SUSAN JACKSON, as City Clerk of said City Council each of whom were theretofore duly authorized by the City Council of the City of Inverness, Florida, at a meeting held the _____ day of January, 2018.

THE CITY OF INVERNESS,
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

ATTEST:

SUSAN JACKSON
City Clerk

By: _____
CABOT McBRIDE
PRESIDENT of the City Council,
LESSOR

CHARLES S. DEAN, TENANT
Signed, sealed and
delivered in our presence: